

BEFORE
THE PUBLIC SERVICE COMMISSION OF
SOUTH CAROLINA
DOCKET NO. 2021-188-T, ORDER NO. 2021-775
DECEMBER 3, 2021

IN RE: Application of Christ Movers, LLC, for a)	ORDER GRANTING
Class E (Household Goods) Certificate of)	CLASS E HOUSEHOLD
Public Convenience and Necessity for)	GOODS CERTIFICATE
Operation of a Motor Vehicle Carrier)	OF PUBLIC
)	CONVENIENCE AND
)	NECESSITY

I. INTRODUCTION

This matter comes before the Public Service Commission of South Carolina (Commission) on the Application of Christ Movers, LLC, (Christ Movers) for a Class E Certificate of Public Convenience and Necessity to render household goods motor carrier services on a statewide basis. We find Christ Movers meets the regulatory requirements for certification and grant the Class E certificate as set forth in this order.

II. FACTS AND PROCEDURAL HISTORY

Christ Movers, a Charleston-based corporation, originally filed an application for a Class E Certificate of Public Convenience and Necessity on June 7, 2021. The company submitted an amended application on August 23, 2021. Christ Movers filed a proposed Tariff and Bill of Lading (BOL) on September 2, 2021, and testimony, exhibits, and a shipper witness affidavit on September 8 and 9, 2021. Christ Movers requests to render

household goods motor carrier services on a statewide basis and is represented in this docket by Clare D. Goodwin, Esquire, of Epstein Law, LLC.

The Office of Regulatory Staff (ORS), a party of record pursuant to section 58-4-10 of the South Carolina Code (Supp. 2020), filed a Notice of Appearance on June 8, 2021, stating Jenny R. Pittman, Esquire, would serve as counsel for ORS. On July 29, 2021, ORS filed a Revised Notice of Appearance of Counsel, notifying the Commission Benjamin P. Mustian, Esquire, and Nicole M. Hair, Esquire, would serve as counsel for ORS. October 29, 2020.

The Clerk's Office of the Commission prepared a Notice of Filing on June 10, 2021, authorizing any person may intervene in this docket on or before July 15, 2021. Furthermore, the Clerk's Office established dates for a prehearing conference on August 23, 2021, and for a hearing on September 15, 2021. In correspondence dated June 10, 2021, the Clerk's Office instructed Christ Movers to publish once the Notice of Filing in newspapers of general circulation on or before June 25, 2021, and to provide proof of that publication by July 15, 2021. Christ Movers published the Notice in *The Post and Courier* on June 17, 2021, and submitted a timely proof of publication. No party intervened in this docket.

Christ Movers moved to submit the testimony of its shipper witness by affidavit, which David Butler as Chief Hearing Officer granted on August 24, 2021, in Order Number 2021-110-H.

On September 13, 2021, ORS notified the Commission it did not intend to file direct testimony in the docket but had reviewed the application and inspected Christ Movers'

equipment and records was of the opinion the company will meet the fit, willing, and able requirements of S.C. Code Ann. Reg. 103-133 (2012). ORS also stated it will ensure Christ Movers has complied with all applicable statutes and regulations and any conditions the Commission establishes before ORS issues the certificate.

The Commission held a public hearing on September 15, 2021, at 2:00 pm. Christ Movers entered the following exhibits into the record during the hearing: five photographs of its equipment, the amended application, the proposed tariff, the proposed Bill of Lading, and the affidavit of its shipper witness. In addition, the Commission asked for two late-filed exhibits, the applicant's driving and criminal records. Finally, correspondence from ORS indicating its opinion regarding the application was also entered into evidence.

After the hearing, Christ Movers filed both late-filed exhibits as requested by the Commission, including the ten-year driving record of the applicant, and the criminal record of the applicant, filed under seal.

On November 17, 2021, ORS notified the Commission it had reviewed both late-filed exhibits and remained of the opinion Christ Movers "will meet the requirements of fit, willing, and able as required of a Household Goods Mover under the provisions of S.C. Code Ann. Regs. 103-133."

On December 1, 2021, at its Business Meeting, the Commission approved the application of Christ Movers for a Class E certificate.

III. EVIDENCE OF RECORD

The application and evidence presented at the hearing and in the record established Christ Movers is fit, willing, and able to provide household goods moving services in South

Carolina pursuant to South Carolina Code regulations. The company is financially sound, as set forth in its Financial Statement, has three vehicles and equipment designated for use in its moving business, has obtained an insurance quote for liability and cargo insurance. Christ Movers offered the testimony of its principal Mr. Motubu Dessaline who described his extensive experience in the industry, his understanding of the requirements of a holder of a Class E certificate, and the plans he and his wife, Mrs. Tonya Dessaline, have for the business.

The application also indicated the company was cited for failure to obtain the required certification to provide household goods moving services from the Commission. The testimony of the Mr. Dessaline addressed this citation. Mr. Dessaline testified: “ We have acquainted ourselves with the rules and regulations governing the Class E Certification for moving household goods since receiving he citation. We will abide by the regulations governing employees, insurance, bills of lading, tariffs, leasing, and any and all others related to operations and compliance.”

ORS notified the Commission it inspected the equipment of the company and reviewed the application, including the late-filed exhibits, and was of the opinion Christ Movers would meet the standard set forth in the regulations governing household goods movers.

IV. APPLICABLE LAW

The Commission has the authority to approve the classification of every motor carrier in South Carolina, as established in section 58-23-1010 of the South Carolina Code of Laws (2015). The South Carolina Code of State Regulations (2012) provides: “[a] Class

should be used by the commission in determining that an applicant for motor carrier operating authority is fit, willing, and able to provide the requested service to the public:

- a. **FIT.** The applicant must demonstrate or the commission determines that the applicant's safety rating is satisfactory. This can be obtained from U.S.D.O.T. and S.C.D.P.S. safety records. Applicants should also certify that there are no outstanding judgments pending against such applicant and that applicant is financially fit to do business as a certified carrier. The applicant should further certify that he is familiar with all statutes and regulations, including safety regulations, governing for-hire motor carrier operations in South Carolina and agree to operate in compliance with these statutes and regulations.
- b. **ABLE.** The applicant should demonstrate that he has either purchased or leased on a long-term basis, necessary equipment to provide the service for which he is applying. Thirty days or more shall constitute a long-term basis. The applicant must undergo an inspection of all vehicles and facilities to be used to provide the proposed service. The applicant should also provide evidence in the form of insurance policies or insurance quotes, indicating that he is aware of the commission's insurance requirements and the costs associated therewith. Additionally, the applicant can file a statement indicating the applicant's purpose for seeking a Class E Certificate, the applicant's 5-year plan if the commission grants the applicant a Class E Certificate, and such other information that may be contained in a business proposal.
- c. **WILLING.** Having met the requirements as to “fit and able,” the submitting of the application for operating authority would be sufficient demonstration of the applicant's willingness to provide the authority sought.

V. FINDINGS OF FACT

1. Christ Movers is familiar with, and agrees to comply with, all applicable rules and regulations governing motor carriers operating under a Class E Household Goods Certificate.

2. Christ Movers addressed the Commission regarding its citation for providing moving services without authority and seeks in its application to obtain the necessary certificate. Christ Movers provided a financial statement indicating it is financially fit to carry out the proposed carrier services. Furthermore, Christ Movers certified it agrees to operate in compliance with the statutes and regulations that govern motor carriers operating with a Class E Household Goods Certificate.

3. The evidence shows Christ Movers owns or leases three vehicles and provided a quote for both liability and cargo insurance.

4. Christ Movers provided a tariff setting forth its hourly rates and a bill of lading (BOL).¹ We find that the tariff and BOL are reasonable and should be approved.

5. Christ Movers is fit, willing, and able to perform the service it proposes, and the Application should be approved.

6. ORS reviewed the application and record, finding the company will meet the standard set forth in the regulations, and ORS will ensure Christ Movers meets all appropriate requirements for the issuance of a Class E Household Goods Certificate before issuing the certificate.

¹ The Final Tariff is attached as Order Exhibit 1 and the Bill of Lading, with contract terms and conditions, is attached as Order Exhibit 2.

VI. CONCLUSIONS OF LAW

1. Christ Movers is fit, willing, and able to appropriately perform the services proposed in the application, pursuant to the criteria specified in Regulation 103-133(1).

2. Christ Movers has shown the public convenience and necessity is not already being served, pursuant to Regulation 103-133(1).

3. Christ Movers presented the affidavit of a shipper witness in compliance with Regulation 103-133(1).

VII. ORDERING PROVISIONS

IT IS THEREFORE ORDERED:

1. The Application of Christ Movers, LLC, for a Class E Household Goods Motor Carrier Certificate of Public Convenience and Necessity is approved.

2. The Final Tariff and Bill of Lading are approved and attached hereto as Order Exhibits 1 and 2, respectively

3. Christ Movers shall file with ORS the proper license fees, proof of liability insurance (Form E), and other information required by sections 58-23-10 through 1830 of the South Carolina Code of Laws (2015), by the South Carolina Code of State Regulations, 103-100 through 846 (2012), and by Regulations 38-400 through 447 (2011), within ninety days of the date of this Order, or within such additional time as may be authorized by the Commission.

4. Upon compliance with the filing of information as required by sections 58-23-10 through 1830, and Regulations 103-100 through 846, a Certificate shall be issued by ORS to Christ Movers authorizing the motor carrier services granted herein.

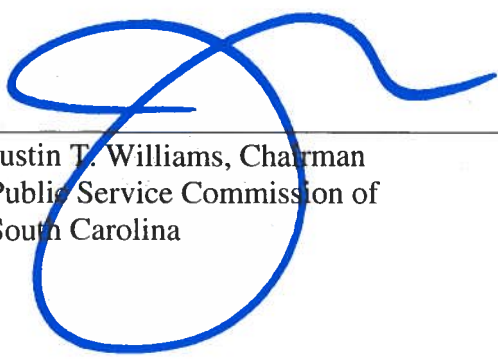
4. Prior to compliance with the requirements regarding the filing of certain information with the ORS and receipt of a Certificate, the motor carrier services authorized by this Order may not be provided.

5. Failure of Christ Movers to either (1) complete the certification process by complying with the requirements of filing with the ORS proof of appropriate insurance and the payment of license fees and such other information required by law within ninety days of the date of this Order or (2) request and obtain from the Commission additional time to comply with the requirements stated above, this Order granting the Application shall be deemed null and void, and the Application herein shall be dismissed without prejudice. In this event, no further Order of this Commission is necessary.

6. Pursuant to the two-month reporting requirement contained in Order No. 2014-443 (May 21, 2014), ORS shall notify the Commission, specifying the name and docket number, if Christ Movers fails to comply with the requirements set forth in this Order. After such notification, the Docket shall be closed.

7. This Order shall remain in full force and effect until further Order of the Commission.

BY ORDER OF THE COMMISSION:



Justin T. Williams, Chairman
Public Service Commission of
South Carolina



CHRIST MOVERS LLC

Regulations and Schedule of Charges Applicable to Certain Intrastate

Household Goods Moves Within The State Of South Carolina

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Applicability of Tariff

This tariff contains the regulations and rates applicable to the provision of intrastate household goods moved by Christ Movers, a South Carolina limited liability company. These services are furnished between points and places throughout the State of South Carolina.

SECTION 1

1. Transportation Charges. Transportation Charges include the hourly rates as listed below.

1.1 Booking Fee. A Booking Fee of Twenty-Five (\$25.00) dollars is due upon booking a reservation with Christ Movers and serves as consideration for Christ Movers saving your date. This fee will not be applied to your final invoice.

1.2 Hourly Rates and Charges. Moves will be conducted on a “straight time” basis, with hourly charge(s) set forth in this Section. There is a two-hour minimum for all moving services, after which Client will be charged for every additional 15-minute increments rounded up to the nearest quarter hour. The hourly rate begins when Movers leave the office location, continues to the initial move location, then to the destination of the move, and finally back to the Christ Movers office location.

<u>Service</u>	<u>Hourly Rate</u>
Two Professional Movers	\$125.00 per hour
Three Professional Movers	\$155.00 per hour
Four Professional Movers	\$175.00 per hour
Five Professional Movers	\$195.00 per hour
One Time Fee (Travel Allowance)	Dependent set forth in the table below, based upon the destination of the Move.

1.2.1 Truck and Milage Fees. Christ Movers charges a minimum fee of \$99.00 to utilize one of their trucks. This minimum initial fee includes the first 30 miles of the move. Milage begins accruing at the Christ Movers office location, continues to the initial move location, then to the destination of the move, and finally back to the Christ Movers office location (the “Total Round Trip”). Milage after the first 30 miles for the Total Round Trip will incur a charge of \$3.30 per mile. For example, should the milage for the Total Round Trip be 120 miles, the cost of the Truck and milage fees will be \$396.00. Should the milage for the Total Round Trip be 25 miles, the fee will be \$99.00, or the minimum fee.

1.2.2 Additional Stops. Additional stops are not included in this fee and will incur a \$25.00 fee for each additional stop other than the origination and destination location.

1.3 Hourly Charges, Generally. After the minimum hourly charge, the hourly rates are calculated in fifteen-minute increments. Any interim charge is rounded up to the next fifteen-minute increment. If customers cancel within 48 hours of their move, Christ Movers will charge the applicable minimum, as calculated above. Hourly rates are the same, 7 days a week, 24-hours a day, in every season of the year. Customers are not charged any additional fees for overtime labor. There is a Two-Hour Minimum Charge (per man, per hour) regardless of the day of the week, or holiday.

1.4 Waiting Time. The customer may be charged the rates specified in Section 1 for all waiting time or delays which are not the fault of Christ Movers.

1.5 Office Hours. Christ Movers will operate Monday – Friday, 8:00 am – 7:00 pm, Saturday from 9:00 am – 6:00 pm, and Sunday by Appointment Only.

1.6 Late Fees. For any outstanding invoices more than seven (7) days past due, there will be a late payment fee of 10% of the total invoice.

SECTION 2

2. Additional Services. The following charges shall be assessed in addition to the hourly rates quoted in Section 1 of this tariff, in connection with a move involving additional items:

2.1 Bulky Article Charges (per pound)

- Upright Piano: \$325.00 per item
- Items 150lbs. – 249lbs. \$125.00 per item
- Items 250lbs. – 349lbs. \$200.00 per item
- Items 350lbs. – 449lbs. \$275.00 per item
- Items 450lbs – 600lbs. \$350.00 per item
- Items 600lbs – 800lbs. \$400.00 per item
- Items between 800 lbs. – 1,000 lbs.: \$500 per item plus \$0.60/pound.

2.2 Elevator or Stair Carry. Christ Movers does not charge an additional fee for elevator or stair carry, except as specified in Section 2.1 above.

2.3 Excessive Distance or Long Carry Charges. Christ Movers does not charge an additional fee for carrying articles an excessive distance to or from the motor vehicle.

2.4 Pick Up and Delivery. Christ Movers does charge an additional fee of \$25.00 for each additional pick-up or delivery requested to be made other than the

2.5 Moving Supplies. Christ Movers does charge a fee of \$25.00 per Client for moving supplies, including one roll of shrink wrap, and three rolls of tape, needed to prevent damage in the move. If the Client requires additional shrink wrap or tape, Christ Movers will notify the client ahead of time and Client will be charged the market price for each item. There is no charge for the use of moving pads owned by Christ Movers, however if the Client is moving into a storage unit, or space where moving blankets cannot be removed at the conclusion of Christ Movers' services, Client will be required to purchase those moving blankets and pads on their own, or through Christ Movers.

2.6 Packing and Unpacking Services

2.6.1 Christ Movers does provide packing and unpacking services to customers at the same hourly rate as moving, detailed in Section 1.1 plus any packing materials expenses incurred by Christ Movers. Packing materials will be charged back to the Client at the cost to Christ Movers.

2.6.2 Boxes containing fragile or breakable items must be properly labeled. Christ Movers reserves the right to decline any moves consisting of extremely large or fragile items.

2.7 Articles, Special Servicing. Christ Movers will not provide servicing or connection of appliances such as freezers, refrigerators, computer equipment, washers, dryers, televisions, and similar articles.

SECTION 3

3.0 RULES AND REGULATIONS

3.1 Claims

- 3.1.1** All claims for loss, damage or overcharge must be written and should be attached to the Bill of Lading, and expressed during the final walk through, if possible.
- 3.1.2** Claimant must notify carrier of all claims for concealed damage within 30-days of the move. Christ Movers must be given reasonable opportunity to inspect damaged items.
- 3.1.3** Although our movers will be careful with your possessions, from time to time damages may occur. If damages are caused by our service, Christ Movers reserves the right to repair the damage(s) in question. If we determine that damages cannot be repaired, we reserve the right to either replace or compensate (actual cash value) for the damage. If there is damage, notify Christ Movers immediately. They will complete a Damage Report before they leave your site. If you discover damage after the move, call the office within 30-days of your move. No damage claims will be honored until the charges for moving services are paid in full. You will be asked to sign a Release of Liability acknowledging this.

3.2 Valuation

- 3.2.1.** Christ Mover's maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Christ Movers will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).
- 3.2.2.** Full (Replacement) Value Protection. Full replacement coverage is available upon request, or may be obtained from third-party providers.

- 3.3 Computing Charges.** Christ Movers rates are computed by multiplying the applicable hourly rate by the time as provided in Section 1.2, above. Any interim charge is rounded up to the next fifteen-minute increment.
- 3.4 Governing Publications.** Christ Movers rates and charges are governed by the terms and conditions of this tariff, and the Rules and Regulations of the South Carolina Public Service Commission.
- 3.5 Items of Particular Value.** Christ Movers does not assume any liability in excess of \$0.60 per pound per item for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Christ Movers will not accept responsibility for safe delivery of such articles if they come into Christ Movers' possession with or without Christ Mover's knowledge, beyond the statutory minimums. Christ Movers strongly encourages clients to move items of extraordinary value in their personal vehicles, and in their possession.
- 3.6 Bill of Lading, Contract Terms, and Conditions.** Each customer will be provided Christ Movers Terms and Conditions prior to scheduling the move and will be provided with a copy of Christ Movers' Bill of Lading. The terms and conditions of the Bill of Lading, attached hereto, are hereby incorporated by reference.
- 3.7 Delays.** Christ Movers shall not be liable for any delays in transporting household goods resulting from an act of God or fault or neglect of any unforeseen entities.

SECTION 4

4.0 PROMOTIONS

Christ Movers shall apply the following promotions, in a uniform and nondiscriminatory fashion:

Senior Citizens, or those persons 65 years of age or older at the time of the scheduled move, moving into verified Senior Living Facility will receive a discounted rate of \$99.00 per hour for Two Professional Movers. Clients may call Christ Movers to verify their Senior Living Facility qualifies for this promotion.

CARRIER SIGNATURE _____

CHRIST MOVERS LLC
TERMS AND CONDITIONS

1. General Terms

This Terms and Conditions Agreement ("Agreement") includes the terms and conditions agreed to between you, the purchaser/client ("Client"), and Christ Movers LLC ("Christ Movers") for its moving services. By booking a reservation with Christ Movers, and paying adequate consideration, you are agreeing to these terms. All of the given information provided by the Client is binding and cannot be changed without Christ Movers' acceptance.

2. Pricing & Payments

2.1. Booking Fee. A Booking Fee of Twenty-Five (\$25.00) dollars is due upon booking a reservation with Christ Movers and serves as consideration for Christ Movers saving your date. This fee will not be applied to your final invoice.

2.2 Payment. The total invoice for the move must be paid in full after the completion of the move and the final walk-through inspection. Payments may be made in the form of credit cards, cash or check.

All payments are considered NON-REFUNDABLE and NON-TRANSFERRABLE.

2.3 Payment Types.

2.3.1 Credit Card Payments. By voluntarily accepting our moving services, you authorize Christ Movers to bill the credit card on file for all charges incurred as a result of services rendered.

2.3.2 Cash and Check Payments. Cash and check payments are accepted at the conclusion of the move. Please write all checks out to Christ Movers LLC. If paying in cash, please have a wide denomination of bills as our movers do not carry change, and any additional cash sums received by movers are considered gratuity and non-refundable.

If paying by check, we require proof of identification, current phone number, current address and social security or driver license number on all checks. We have a \$25.00 return check fee, plus any other costs incurred in attempting to collect payment. If a check is returned, then you authorize Christ Movers to charge the credit card you provided for the booking fee, plus the \$25.00 fee.

2.4 Late Payments. For any outstanding invoices more than seven (7) days past due, there will be a late payment fee of 10% of the total invoice.

2.5 Price. Pricing for the Christ Movers services will be based on the time requirement, number of movers, if you require use of the moving truck, distance travelled, any specialty items that need to be moved, and other such pertinent factors. Our pricing can be found on our schedule of prices, and in our tariff. Once Christ Movers finishes their initial walk through, Christ Movers will be able to provide an estimate for the move and pricing for any specialty items.

3. Confirmation of Move, Authorized Individual and Packing. Christ Movers will send a confirmation once Client's reservation is booked once the initial walk through is complete. In the event of a long distance move where a walk through is not possible, Client is required to fill out inventory template, and send photographs of each room, including living areas, storage areas, outdoor spaces with items to be moved and garages.

Long Distance Moves: Inventory list must include all specialty items, and appliances. Failure to include these items may prohibit Christ Movers from moving these items, as special equipment is often required for specialty items and appliances.

_____ **Client agrees that if using their own truck, they will provide moving blankets, and other protective equipment in their own truck to protect their items. Christ Movers is not responsible for any items moved in a Client, or third-party, vehicle.**

3.1 Authorized Individual. An Authorized Individual must be at the arrival site and the destination for the entire duration of the move at the respected locations. An Authorized Individual must be 18-years of age or older, and must be the owner of the property to be moved, or an authorized agent of the owner. Christ Movers will not move items out of a location, or into the next location without an Authorized Individual. This will ensure all items necessary for the move are moved out of the arrival location, and will help Christ Movers team members direct where furniture, boxes, and their other personal property should be placed in the destination location.

3.2 Packing and Packing Services. Christ Movers requires all items Client wishes to be moved to be packed properly, with sufficient protection, and all boxes with fragile items, such as dishware, glasses, lamps, vases, and other similar items be labeled as fragile. Christ Movers provides packing services at an additional cost. Christ Movers highly recommends these packing services to ensure your property is packed properly, and increase the efficiency of the move, reducing your overall cost for the move. Christ Movers will only be liable for those items Christ Movers packed, and will not be liable for any items Client or third-party packs.

_____ **Client agrees that all items will be properly packed in boxes prior to Christ Movers' arrival, and will hold Christ Movers harmless for any and all damage to items not packed by Christ Movers, exceeding \$0.60 per pound.**

4. Terms and Services.

4.1 Carrier Liability. Christ Movers carries insurance to cover the loss of any property in Christ Movers' possession while in transit during the move should Christ Movers act grossly negligent. Moreover, Christ Movers will cover all damages not exceeding \$0.60 per pound, but Christ Movers will not be liable for any property loss, damage, or delays in transport caused by an act of God, public enemy, an act of public authority, perils of navigation, or any act or default of the Client for damages in excess of \$0.60 per pound. Except in the case of negligence by Christ Movers, Christ Movers shall not be liable for the loss, damage, or responsible for the condition of any property in their possession, whether packed or unpacked in excess of \$0.60 per pound. Except in a case of gross negligence, Christ Movers shall not be liable for damage to any furniture, or loss of contents, and Christ Movers will not liable for the contents packed by Client, or third party, in crates, bundles, cartons, boxes or other containers in excess of \$0.60 per pound.

_____ **If Client has not packed certain large items, such as mirrors, televisions, paintings or pictures, Christ Movers is not liable for these items in excess of \$0.60 per pound, and Client agrees to have these items moved at their own risk, and releases Christ Movers from any liability for such items beyond \$0.60 per pound.**

_____ **Client agrees to plug in television before Christ Movers team members leave the premises, however, in the event Client is unable to do so, will plug in the television and report any damage claims to Christ Movers within 48-hours. Any claims for televisions outside of this 48-hour window will not be accepted by Christ Movers.**

4.2 Water and Gas Lines. Client will be responsible for disconnecting all water and gas lines from all items you wish Christ Movers to move before Christ Movers arrives. If Christ Movers needs to disconnect a water line before moving an item, we will do so. However, you agree to waive any claims against Christ Movers for consequential and incidental damages arising out of or relating to Christ Movers' disconnecting water lines. This waiver includes damages you may incur for property damage, loss of use, labor costs, income, business, and reputation. Christ Movers cannot disconnect any type of gas line.

Christ Movers is not liable for the condition of any appliances if Client requires them to be moved. Client agrees to include all appliances on inventory list, disconnected, flushed, and prepared to be moved. Client agrees to hold Christ Movers harmless for any damage, whether internal or external, dents, lost parts, or components for any appliances in Christ Movers' possession.

4.3 Portable On Demand Storage, Storage Facilities, or other Containers. If Client requests Christ Movers to move property into a portable on demand storage (PODS), Storage Facility, Container, or other such similar places where items cannot be inspected after the completion of the move, Client agrees to hold Christ Movers harmless for any and all loss or damage to items. This includes, but is not limited to, damage to contents caused by improper packing, shifting in the container, water damage, mold, pests, fire, smoke, burglary, vandalism or damage to the container, or normal wear and tear.

4.4 Dangerous Conditions of Departure or Arrival Site. If Christ Movers, in its sole discretion, finds the property of the transportation site, including apartments, mobile homes, houses, storage units, or other similar places as the initial point of transportation to be dangerous in any way, Christ Movers may terminate this Agreement immediately. Client's Booking Fee and other costs or expenses occurred will not be refunded. If Christ Movers finds the arrival site dangerous, in their sole discretion, Christ Movers shall not complete the move and will require all goods to be unloaded in a safe space, for which the Client will be responsible for any additional expenses. Christ Movers shall not be held liable for any property, or damage to property, or any additional expenses due to any goods not delivered to original arrival site if such conditions exist. Dangerous property or conditions shall include, but are not limited to, unstable or damaged stairways required for moving items, the presence of mold, nondomestic animals, or excessive pests, unstable or absent flooring, excessive trash or hoarding conditions, or other conditions Christ Movers, in their sole discretion, determines are dangerous.

4.5 Necessary Insurance Coverage. Except where such service is required as the result of carrier's gross negligence, all property shall be subject to necessary coverage at owner's cost. Christ Movers recommends that all Clients check their homeowners or rental insurance policy for coverage of their property during the move.

4.6 Documents and Items of Extraordinary Value. Christ Movers does not assume any liability in excess of \$0.60 per pound per item for documents, currency, credit cards, jewelry, watches, precious stones or articles of extraordinary value including accounts, bills, deeds, evidences of debt, securities, notes, postage stamps, stamp collections, trading stamps, revenue stamps, letters or packets of letters, coin collections, articles of peculiarly inherent or intrinsic value, precious metals or articles manufactured there from. Christ Movers will not accept responsibility for safe delivery of such articles if they come into Christ Movers' possession with or without Christ Mover's knowledge, beyond the statutory minimums. Christ Movers strongly encourages clients to move items of extraordinary value in their personal vehicles, and in their possession.

4.7 Dangerous Goods and Hazardous Materials. Dangerous goods or hazardous materials will not be accepted for shipment. Every party, whether principal or agent, shipping such goods shall be liable for and independently indemnify the carrier against all loss or damage caused by such goods and earlier will not be liable for safe delivery of the shipment. Hazardous materials include any matter having a clear potential for causing harm to the persons, or property, involved in the move, including explosives, flammable gases and toxic substances. Dangerous goods include aerosol sprays, airbags, ammunition, butane, car batteries, dry ice, fertilizer, fireworks, gasoline, jet fuel, lighters, lithium batteries, matches, nitrogen-refrigerated liquid, paint, solvents, some chemicals, and more.

4.7.1 Weapons and Guns. Weapons and guns will not be transported by Christ Movers.

4.8 Excluded Goods and Other Materials. Christ Movers does not move planters, including ceramic pots, cement, stone material, bricks, or other such materials due to their fragile nature, and Christ Movers' inability to

properly protect these items from damage that may be caused in transport. Christ Movers also does not transport liquids, including those listed in Section 4.6, alcohol, waterbeds, or other such large amounts of liquid. If Client requires Christ Movers to move these items, they must notify Christ Movers in writing and show the Christ Movers representative during the initial walk through, or in the case of a long-distance move provide a description and photos of the item.

5. **Moving and Transportation Time.** It is of particular importance that the Client adheres to the agreed time schedule, and makes allowances for occasional delays.

5.1 **Time Changes.** In the event that the Client wants to change the time of the itinerary, they may do so, only if Christ Movers is able to accommodate and agrees to any and all changes in writing. Please be advised that we will not be able to make any changes to times within 14-days of the scheduled move, due to scheduling conflicts.

5.2 **Delays.** Christ Movers is not responsible for any delays once in route to the arrival address, or in the transportation from arrival address to the destination address.

5.3 **No Shows.** A reservation will be considered a “no show” 30 minutes after the scheduled move time if the Client has not made contact with the driver or our staff. In the event of a “No Show” Christ Movers reserves the right to terminate this agreement immediately. If you have an issue with Christ Movers’ arrival time, please let us know as soon as possible.

We reserve the right to alter routes if, in the judgement of our driver and/or staff, the most direct route is impassible, ineffective, unsafe, or illegal. Our driver reserves the right to refuse travel on certain roads. Please, do not ask driver to do anything that will require he/she to leave the moving truck or your belongings unattended.

6. **Damage to Your Real Property.** Christ Movers hires trained, professional individuals to move your personal property, but inevitably in moving items there is a possibility of ordinary wear and tear. If there is excessive damage to your walls, doorframes, flooring, or other parts of your home, Christ Movers, in their sole discretion, may fix or repair those major issues.

Additionally, Christ Movers will not be responsible for dirty or soiled carpets; we do carry carpet shields that are for sale.

7. **Damage to Your Personal Property.** Although our movers will be careful with your possessions, from time to time damages may occur. If there is damage, notify Christ Movers immediately. They will complete a Damage Report before they leave your site. If you discover concealed damage after the move, call the office within 30-days of your move. No damage claims will be honored until the charges for moving services are paid in full.

Christ Mover’s maximum liability shall be \$0.60 per pound for the actual weight of any lost or damaged article or articles. A claim for any article that may be lost, destroyed or damaged while in custody of Christ Movers will be settled based on the value of the item or damage up to a maximum of the weight of the article times \$.60 per pound. This value is often less than the actual value of your article(s).

8. **Mechanical Malfunction.** Mechanical issues arise with our vehicles from time to time. Depending on the type of mechanical issue and when the issue occurs, it may disrupt the move. Christ Movers will do everything commercially reasonable to manage such situations.

In addition to mechanical malfunctions, there are certain situations in which our trucks are not able to

9. **Refunds.**

9.1 All payments are considered NON-REFUNDABLE and NON-TRANSFERRABLE.

9.2 In the event that Christ Movers unable to perform the moving service due to an error on the part of Christ Movers, a refund of that service minus any administrative costs may be granted. This excludes situations caused or created by the client or outside forces, such as cancellations by the client, force majeure, or inaccurate schedule information (see Section 10, Cancellations, for more information).

9.3 Service Complaints. If Christ Movers does not receive a written complaint within Forty-Eight (48) hours from the end of the contract time, client agrees that they are 100% satisfied and happy with all services provided and there are no valid complaints.

9.4 Property Damage Complaints. For any damage to personal property during the move, Client must notify Christ Movers in writing within forty-eight (48) hours from the completion of the move, unless the claim is for concealed damage, for which the Client has 30-days from time of the move to notify Christ Movers, in accordance with Section 7 above.

10. Cancellation of Service. All cancellations have to be submitted in writing. Any changes to the initial reservation have to be confirmed with Christ Movers. Christ Movers reserves the right to terminate this or any other contract for noncompliance of the above requests.

Cancellations within Thirty (30) days of the scheduled move date will be subject to Fifty (50%) of the total amount of the estimated invoice. Cancellations within Forty-Eight (48) hours of the scheduled move date will be subject to the full invoice.

11. Force Majeure. Neither Christ Movers or the Client shall not be deemed in default of the terms and conditions, nor shall it hold the other party responsible for, any cessation, interruption or delay in the performance of its obligations (excluding payments due) due to earthquake, flood, fire, storm, natural disaster, act of God, war, terrorism, armed conflict, labor strike, lockout, boycott or other similar events beyond the reasonable control of the party, provided that the party relying upon this provision: (a.) gives prompt written notice thereof, and (b.) takes all steps reasonably necessary to mitigate the effects of the force majeure event. If a force majeure impedes Christ Movers' ability to provide service to the client, the client will be granted an in-house credit, or refund at the Client's request.

12. Authorized Personnel. Client may give authorization for anyone listed under "Authorized Party" to request changes and add/remove services from their reservation. If you give such person the authority to change any services or reservations with Christ Movers, Christ Movers is not responsible for any errors or misunderstandings made by the "Authorized Party" on behalf of the client.

13. Notices. Any notice provided for in this Agreement must be in writing and must be either personally delivered, sent via electronic mail to Client's assigned email address with a read receipt required, mailed by first class mail (postage prepaid and return receipt requested), or sent by reputable overnight courier service (charges prepaid) to the recipient at the address reflected. Any notice under this Agreement will be deemed to have been given when so delivered or sent or, if mailed, five days after deposit in the U.S. mail.

14. Severability. If any provision of this agreement is held to be invalid or unenforceable under the law, the validity of this agreement as a whole shall not be affected, and the other provisions of the agreement shall remain in full force and effect. I have read and understood the terms above. I hereby agree to the terms of this contract.

15. State of South Carolina. This Agreement is subject to the laws of the State of South Carolina. Any dispute that may arise must be filed in the court of proper jurisdiction; however, the venue is restricted to a court in the County of Charleston.

16. **Agreement.** This agreement contains the entire understanding between Christ Movers, and the Client. It supersedes all prior and simultaneous agreements between the parties. The only way to change or add to this agreement is to do so in writing.

17. **Attorney's Fees.** In the event the parties become involved in litigation with each other arising out of this Agreement or other performance thereof in which the services of an attorney or other expert are reasonably required, the prevailing party shall be fully compensated for the cost of its participation in such proceedings, including the cost incurred for attorneys' fees and experts' fees.

I, the Client, am satisfied with the terms and conditions above and fully understand and agree.

Client:

Christ Movers LLC:

/s/ _____

/s/ _____

Printed Name: _____

Authorized Agent: _____

Date: _____

Date: _____